

## **Exhibit 2**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

THE SEAPORT GROUP LLC,	)	CASE NO. 10-CV-1599 (DAB)
	)	
Plaintiff,	)	<b>ANSWER</b>
	)	
v.	)	
	)	
	)	
DALE EARNHARDT, INC.,	)	
	)	
Defendant.	)	

Defendant Dale Earnhardt, Inc. ("DEI"), by and through its attorneys, Mintz Levin Cohn Ferris Glovsky and Popeo, P.C., as and for its answer and affirmative defenses to the Complaint ("Complaint") filed by Plaintiff Seaport Group LLC ("Seaport or "Plaintiff"), states as follows:

1. DEI denies the allegations contained in Paragraph one of the Complaint.
2. DEI denies knowledge and information sufficient to form a belief as to the truth of the allegations contained in Paragraph two of the Complaint.
3. DEI admits the allegations contained in Paragraph three of the Complaint.
4. DEI admits the allegations contained in Paragraph four of the Complaint.
5. DEI admits the allegations contained in Paragraph five of the Complaint.
6. DEI denies the allegations contained in Paragraph six of the Complaint, except to the extent that it admits that it filed a proof of claim in the GM Bankruptcy Action (the "Claim").
7. DEI denies the allegations contained in Paragraph seven of the Complaint, except to the extent that DEI admits that, on November 20, 2009, it signed a Trade Confirmation (the "Confirmation"). Further, DEI respectfully refers the Court to the Confirmation for its terms and conditions.
8. DEI denies the allegations contained in Paragraph eight of the Complaint and respectfully refers the Court to the Confirmation for its terms and conditions.

9. DEI denies the allegations contained in Paragraph nine of the Complaint.
10. DEI denies the allegations contained in Paragraph ten of the Complaint and respectfully refers the Court to the Confirmation for its terms and conditions.
11. DEI admits the allegations in Paragraph eleven of the Complaint.
12. DEI admits the allegations in Paragraph twelve and respectfully refers the Court to the Confirmation for its terms and conditions.
13. DEI denies the allegations contained in Paragraph thirteen of the Complaint and respectfully refers the Court to the Confirmation for its terms and conditions.
14. DEI denies the allegations contained in Paragraph fourteen of the Complaint.
15. DEI denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph fifteen of the Complaint.
16. DEI denies the allegations contained in Paragraph sixteen of the Complaint.
17. DEI denies the allegations contained in Paragraph seventeen of the Complaint, except to the extent that DEI admits that DEI admits that it provided Seaport with additional comments on December 15, 2009.
18. DEI denies the allegations contained in Paragraph eighteen of the Complaint.
19. DEI denies the allegations contained in Paragraph nineteen of the Complaint except to the extent that it did communicate with GM relating to the reduction of DEI's claim.

20. DEI denies the allegations contained in Paragraph twenty of the Complaint, except to the extent that it did communicate with GM relating to the reduction of DEI's claim.

21. DEI denies the allegations contained in Paragraph twenty-one of the Complaint.

22. DEI denies the allegations contained in Paragraph twenty-two of the Complaint.

23. DEI denies the allegations contained in Paragraph twenty-three of the Complaint, except to the extent that DEI requested that the parties discuss DEI's Discussion Points before incurring additional outside legal expenses to revise the Assignment.

24. DEI denies the allegations contained in Paragraph twenty-four of the Complaint.

25. DEI denies the allegations contained in Paragraph twenty-five of the Complaint and respectfully refers the court its February 2, 2010 email for its content.

26. DEI denies the allegations contained in Paragraph twenty-six of the Complaint.

27. DEI denies the allegations contained in Paragraph twenty-seven of the Complaint.

28. DEI denies the allegations contained in Paragraph twenty-eight of the Complaint.

29. DEI denies the allegations contained in Paragraph twenty-nine of the Complaint.

**COUNT I**

30. DEI repeats and realleges each and every allegation contained in Paragraph one through twenty-nine of the Complaint as though set forth fully herein.

31. DEI denies knowledge and information sufficient to form a belief as to the truth of the allegations contained in Paragraph thirty-one of the Complaint.

32. DEI denies the allegations contained in Paragraph thirty-two of the Complaint.

33. DEI denies the allegations contained in Paragraph thirty-three of the Complaint.

34. DEI denies the allegations contained in Paragraph thirty-four of the Complaint.

35. DEI denies the allegations contained in Paragraph thirty-five of the Complaint.

36. DEI denies the allegations contained in Paragraph thirty-six of the Complaint.

37. DEI denies the allegations contained in Paragraph thirty-seven of the Complaint.

38. DEI denies the allegations contained in Paragraph thirty-eight of the Complaint.

39. DEI denies the allegations contained in Paragraph thirty-nine of the Complaint.

40. DEI denies the allegations contained in Paragraph forty of the Complaint.

**COUNT II**

41. DEI repeats and realleges each and every allegation contained in Paragraph one through forty of the Complaint as though set forth fully herein.

42. DEI denies the allegations contained in Paragraph forty-two of the Complaint.

43. DEI denies the allegations contained in Paragraph forty-three of the Complaint.

44. DEI denies the allegations contained in Paragraph forty-four of the Complaint.

45. DEI denies the allegations contained in Paragraph forty-five of the Complaint.

46. DEI denies the allegations contained in Paragraph forty-six of the Complaint.

47. DEI denies the allegations contained in Paragraph forty-seven of the Complaint.

48. DEI denies the allegations contained in Paragraph forty-eight of the Complaint.

**COUNT III**

49. DEI repeats and realleges each and every allegation contained in Paragraph one through forty-eight of the Complaint as though set forth fully herein.

50. DEI denies the allegations contained in paragraph fifty of the Complaint.

51. DEI denies the allegations contained in paragraph fifty-one of the Complaint.

52. DEI denies the allegations contained in Paragraph fifty-two of the Complaint.

53. DEI denies the allegations contained in Paragraph fifty-three of the Complaint.

54. DEI denies the allegations contained in Paragraph fifty-four of the Complaint.

55. DEI denies the allegations contained in Paragraph fifty-five of the Complaint.

56. DEI denies the allegations contained in Paragraph fifty-six of the Complaint.

#### **COUNT IV**

57. DEI repeats and realleges each and every allegation contained in Paragraph one through fifty-six of the Complaint as though set forth fully herein.

58. DEI denies the allegations contained in Paragraph fifty-eight of the Complaint.

59. DEI denies the allegations contained in Paragraph fifty-nine of the Complaint.

#### **FIRST DEFENSE**

60. The Complaint fails to state a claim against DEI upon which relief may be granted.

#### **SECOND DEFENSE**

61. Seaport's claims are barred by the doctrine of waiver.

#### **THIRD DEFENSE**

62. Seaport's claims are precluded by virtue of Seaport's unclean hands.

**FOURTH DEFENSE**

63. Seaport's claims are precluded by the doctrine of equitable estoppel.

**FIFTH DEFENSE**

64. Seaport's claims are barred by the doctrine of laches.

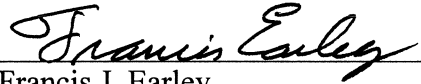
**SIXTH DEFENSE**

65. The Confirmation at issue in this matter expired pursuant to its terms.

WHEREFORE, Defendant Dale Earnhardt, Inc. respectfully demands judgment in its favor as follows: (1) dismissing the Complaint with prejudice in its entirety and (2) awarding it such other and further relief that this Court deems just and proper.

Dated: New York, New York  
April 30, 2010

MINTZ LEVIN COHN FERRIS  
GLOVSKY & POPEO, P.C.



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